



COUNTY OF ERIE

CHRIS COLLINS
COUNTY EXECUTIVE

DIVISION OF PURCHASE

INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. **FAX** bids are **unacceptable**. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: Lorraine M. Kolb, Buyer (716) 858-6340
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 200115-005

OPENING DATE: MARCH 24, 2010 TIME: 2:00 PM

FOR: **COMPATIBLE** Toner Cartridges

NAME OF BIDDER: _____

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 2 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

Page 2 of 6 Pages

BID NO 200115-005

Ship to: County of Erie
Attention:
Address:

Ship Via: Most economical
Date Required at Destination:

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Purchase of COMPATIBLE Toner Cartridges		
			for the period of April 1, 2010 through March 31, 2011.		
			NO REMANUFACTURED TONER CARTRIDGES ACCEPTED		
			As per enclosed specifications.		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

TOTAL NET BID DELIVERED INSIDE _____

NAME OF BIDDER _____

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

Specifications for Compatible Toner Cartridges

Bidder to supply compatible toner cartridges to County of Erie Departments for the period of April 1, 2010 through March 31, 2011.

Vendor must have been in business for a minimum of the last three consecutive years.

Must have supplied compatible toner cartridges to customers during this period.

Vendor to submit references of customers of like size or volume of Erie County to who they have supplied compatible cartridges during this period.

Bidder is to quote a unit price per compatible cartridge.

The vendor agrees to collect empty cartridges and pay the County of Erie the current market price at time of recovery. Payment to be made monthly by check. Check to be made payable to "County of Erie" and sent to Erie County Bureau of Purchase, 95 Franklin St. Buffalo, NY 14202. Check must be accompanied by a statement showing the part number, quantity, and per unit market value of cartridges collected.

NOTE: In the case of a split award, the awarded vendor for Value 1 will be required to pick up ALL used toner cartridges.

Successful bidder shall provide the County of Erie Purchase Division a usage report summary of cartridges ordered by County Departments. Report will be requested by the Purchase Division as needed. Report shall include the part number, name and model of OEM equipment for which cartridge is used, and total quantity of each item ordered during the period requested.

Vendor must guarantee that the compatible cartridge is free from defects in material and workmanship.

Vendor must warranty that use of their compatible cartridge will not void any manufacturer's warranty on equipment.

Defective cartridges shall be replaced free of charge regardless of amount of toner remaining in the cartridge. Replacement must be made within five working days of notification.

Specifications for Compatible Toner Cartridges

If a defective cartridge causes damage to equipment vendor must pay for all cost associated with repair. County and vendor will agree on product defect prior to credit issuance.

Vendor shall provide compatibility charts.

Estimated use is 2000 cartridges over a 12 month period. This is only an estimate. County of Erie will not be required to purchase any specific number of cartridges during award period.

Prices quoted for cartridges are to be inclusive of delivery, FOB destination to any County of Erie Department location. There will be no additional charge for delivery, parts, pick-up etc.

There will be no minimum number of cartridges per order required. Vendor must be willing to deliver as few as one cartridge.

Delivery must be made within 5 working days of receipt of order. Unusually large orders shall have agreed upon delivery date.

Prices quoted to remain firm for the entire award period.

A. All items will be coded with an assigned Value of 1, 2, or 3.

B. The lowest bottom line total for each value will determine who is awarded that value. Any line with no price entered will be assigned the highest dollar value of all bids received for that line for calculating purposes.

Bottom Line Total VALUE 1 \$_____

Bottom Line Total VALUE 2 \$_____

Bottom Line Total VALUE 3 \$_____

NAME OF BIDDER _____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
Hewlett Packard	LaserJet	92295A	(1)	_____
	II, IID, III, IIID			
	LaserJet	92275A	(1)	_____
	IIP, IIIP			
	LaserJet	92291A	(1)	_____
	IIIsi, Ivsi			
	LaserJet	92298A	(2)	_____
	4,5,4+,5+			
	LaserJet	92274A	(1)	_____
	4L,4ML,4P,4MP			
	LaserJet		(2)	_____
	C6657AN			_____
	C6658AN			_____
	C8721WN			_____
Hewlett Packard	Laser Jet		(2)	_____
	C9391AN			_____
	C9393AN			_____
	C9396AN			_____
	LaserJet	C3900A	(1)	_____
	4V,4MV			
	LaserJet	C3903A	(2)	_____
	5P,5MP,6P,6MP			
	LaserJet	C3906A	(3)	_____
	5L,6L,3100			
	LaserJet	C3909A	(2)	_____
	5si,8000,8000N			
	Laser Jet	Q2612A	(1)	_____
	1012, 3015, 3030-12A			
Hewlett Packard	Laser Jet MN1160		(3)	_____
	Laser Jet HP 1300		(3)	_____
	Q2613X			
Hewlett Packard	Laser Jet MN 1300		(3)	_____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
	Laser Jet 1500(L), 2500 (L), (n), (tn)		(3)	
	C9700A Blk			_____
	C9701A Cyan			_____
	C9702A			_____
	C9703A Magenta			_____
	Laser Jet 2300 Q2610A		(2)	_____
	Laser Jet 3005 Q7551X		(3)	_____
	Laser Jet HP 64A-4015PN CC364A		(3)	_____
	LaserJet C4127X		(2)	_____
	4000,4050 4127X		(2)	_____
	LaserJet C4129X		(3)	_____
	5000			_____
	LaserJet C4092A		(2)	_____
	1100			_____
	LaserJet C4096A		(2)	_____
	2100			_____
	LaserJet C4182X		(1)	_____
	8100			_____
	Color LaserJet 4500		(2)	_____
	C4191A Blk			_____
	C4192A Blue			_____
	C4194A Yellow			_____
	Color LaserJet C4149A		(1)	_____
	8500: Black			_____
	Laser Jet 1200 C7115X		(2)	_____
	High Capacity			_____
	Laser Jet CT7115X		(2)	_____
	Laser Jet 1200 C7115A		(2)	_____
	Regular Capacity			_____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
	Laser Jet 2600n		(2)	
	Q6000A Blk			_____
	Q6001A Cyan			_____
	Q6002A Yellow			_____
	Laser Jet CP4005DN		(1)	_____
	Laser Jet 4050TN		(1)	_____
	Laser Jet C8061A		(2)	_____
	Laser Jet C8061X		(2)	
	4100 Series			_____
	Laser Jet 4200 38A		(3)	_____
	Laser Jet Q5942A		(1)	_____
	4250 Series, 4350, 4350n, 430TN, 4350dtn 4350 dtn51			
	Laser Jet Q5949X		(3)	_____
	Laser Jet C4192A		(3)	_____
	4500/4550 Color-Cyan			
	Laser Jet C4193A		(3)	
	4500/4550 Color-Magenta			_____
	Laser Jet C4194A		(3)	
	4500/4550 Color-Yellow			_____
	Color Laser Jet C4195A		(3)	
	4500/4550 Drum Unit			_____
	Color Laser Jet C4192A		(3)	_____
	Blue			
	Color Laser Jet C4196A		(1)	
	4500/4550 Transfer Kit			_____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
	Color LaserJet	C4197A	(1)	
	4500/4550			
	Fuser Kit			_____
	HP 4600/4650 Color Cartridges		(1)	
	CTC9720A Black			_____
	CTC9721A Cyan			_____
	CTC6722A Yellow			_____
	CTC9723A Magenta			_____
	Laser Jet 5500		(3)	
	C9732A Blk			_____
	C9731A Cyan			_____
	C9733A			_____
	Laser Jet 2500C HP #10		(3)	
	C4841A			_____
	C4842A			_____
	C4843A			_____
	C4844A			_____
	HP #22		(3)	
	C9352AN			_____
	Laser Jet 9000dn		(1)	_____
	Laser Jet		(1)	
	Q2681EC			_____
	Q2682A			_____
	Q2683A			_____
	Laser Jet 51X	Q7551X	(1)	_____
	Laser Jet P2015			
	Q7553		(3)	_____
	Desk Jet #45	51645A	(1)	
	800/166 Black			_____
	700, 710C/722C, 750			
	Desk Jet	51626A	(1)	
	500 Ojet FAX			_____
	Desk Jet	51629A	(2)	
	600 Black			_____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
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	Desk Jet 400/500 Color	51625A	(1)	_____
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	Desk Jet 600C Color	51649A	(1)	_____
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	Desk Jet C8767WN		(3)	_____
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	Desk Jet CC9363WN		(3)	_____
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	Design Jet 1050c		(1)	_____
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	Design Jet	1055cm Black	(1)	_____
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	Design Jet 600 (TriColor)		(1)	_____
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	Design Jet #15 C6615DN		(3)	_____
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	Design Jet #45 51645A		(1)	_____
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	Design Jet #56 Blk		(2)	_____
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	Design Jet #57 C6657AN		(2)	_____
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	Design Jet #58 C6658AN		(3)	_____
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	Design Jet #78 C6578AN		(1)	_____
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	Design Jet #80		(1)	_____
	C4820A			_____
	C4821A			_____
	C4822A			_____
	C4823A			_____
	C4846A			_____
	C4847A			_____
	C4871A			_____
	C4873A			_____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
	Design Jet #96		(3)	_____
	Design Jet #98		(3)	_____
	HP Inkjet #10 C4844A		(3)	_____
	HP Inkjet #23 700 Series C1823D		(3)	_____
	HP Inkjet #80 C4871A		(3)	_____
	HP Inkjet #110 B304AN#140		(3)	_____
	HP Inkjet #140 C6578DN		(3)	_____
	HP Inkjet 51645A		(1)	_____
	HP Inkjet MN6940		(3)	_____
	HP Inkjet C9396AN		(3)	_____
	HP Office Jet Pro K550 C9385A Blk C9386A Cyan C9387A Magenta C9388A Yellow		(3)	_____ _____ _____ _____
	HP Office Jet J4580 CC656AN		(3)	_____
	HP Office Jet CC606FN#140	(3)		_____
	HP Office Jet CC654AN	(3)		_____
	HP Office Jet 88 CC606FN#140	(3)		_____
	HP Office Jet 88XL Blk C9396AN	(3)		_____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
Lexmark/IBM	Lexmark	1380520	(1)	_____
	4019,4028,4029			
	Lexmark	1380950	(1)	_____
	039, IBM 3916			
	Lexmark	1382150	(1)	_____
	4049, IBM 3112,3116			
	Lexmark	1382925	(2)	_____
	Optra S Series			
	Lexmark	69G8256	(1)	_____
	Optra E			
	Lexmark E320		(3)	_____
	08A0478			
	Lexmark T640		(3)	_____
	Lexmark Optra E310		(3)	_____
	12A2202			
	Lexmark Optra 634 CT12A7362	(2)		_____
	Lexmark E320 08A0478	(1)		_____
	Lexmark #17 Blk	(3)		_____
	10N0217			
	Lexmark #20	(3)		_____
	Lexmark #70	(3)		_____
	Lexmark LEX-X264A116	(3)		_____
	Lexmark 15M3030	(3)		_____
	Lexmark ISM0922	(3)		_____
	IBM Network 63H3005	(1)		_____
	Printer 12			
	IBM Network 1382620	(1)		_____
	Printer 17			

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
	LexMark	12A5740	(1)	_____
	Optra T	12A5745	(1)	_____
		12A5840	(1)	_____
		12A5845	(1)	_____
	LexMark	All Part Numbers (2)		
	Optra S			
	High Capacity			_____
Lexmark	T630	12A7465 high capacity (2)		_____
Mita	LDC 850/8770, 4LD30	(2)		_____
Brother Fax	MFC 4550	TN-5000PF/C (2)		_____
	BRTTN250	(3)		_____
	TN350	(3)		_____
	TN430	(3)		_____
	1360,1860C,2480C LC51	(3)		_____
	1860C,1960C LC-51CS	(3)		_____
	PC301	(1)		_____
	S5Lc51 Blk	(3)		_____
	S5LC51 3 pk Color	(3)		_____
Brother Intellifax	#1170,1270,1270E Blk	(3)		_____
	#1270E	(3)		_____
	#2820	(3)		_____
Canon	FX7	7621A001 (2)		_____
	MP20N	(3)		_____
	MP20P	(3)		_____
Canon Fax	Fax	FX-1 (1)		
	L300 & L3300			_____
	LaserClass	FX-2 (1)		
	5000 & 7000 Series			_____
	3100,4000, 4500, 6000 Series	FX-3 (2)		_____
	LaserClass	FX-4 (1)		
	9000 Series			_____

MANUFACTURER	MODEL	PART #	(VALUE)	UNIT PRICE PER CARTRIDGE
	LaserClass 8000 Series	FX-5	(1)	_____
	Canon L3170/3175 Fax	FX-6	(1)	_____
	Canon 7621A001	FX-7	(2)	_____
	Canon PC300/400/ 700 SERIES	E40	(2)	_____
	Canon Inkjet BJC-8200,S800,S820 S820D, S830D, S900,S9000,BJC8200 (1)			_____
	Blk			_____
	Cyan			_____
	Magenta			_____
	Yellow			_____
EPSON	TO69220		(1)	_____
	TO69320 MAGENTA		(1)	_____
	TO69420 YELLOW		(1)	_____
	T097120 DURABRITE BLK		(1)	_____
IBM Network	InfoPrint 20	90H0748	(1)	_____
	InfoPrint 40	90H3566	(1)	_____
Panasonic	UF744-788	UG-3309	(1)	_____
	Panafax 550, 770,880	UG-3313	(1)	_____
	Panasonic UF585-595 Fax	UG-3350	(1)	_____
Xerox	Phaser 7300 Black		(1)	_____
	106R00584		(3)	_____

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE
CHRIS COLLINS
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE

DIVISION OF PURCHASE

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and
2. Solicitation of bids from MBEs and WBEs; and
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and
5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: _____
BID DATE: _____

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: _____
AUTHORIZED REPRESENTATIVE: _____
ADDRESS: _____
TELEPHONE NUMBER: (____)_____
BID NAME: _____

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
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Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF	PRIOR	CONTRACT	REASON IF
		PROPOSAL	CERTIFICATION	EXECUTED	CONTRACT NOT AWARDED

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

- III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s). \$
Women Business Enterprise(s). \$
- IV. Total Amount of Bid \$
- V. MBE Percent (%) of project bid %
WBE Percent (%) of project bid %
- VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE
AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including,
but not limited to, cancelled checks to verify these amounts.

VENDOR: _____ BID NO. _____

MBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

WBE	
-----	--

TOTAL OF ALL MBE SUBCONTRACTS	\$ _____
-------------------------------	----------

TOTAL OF ALL WOMEN SUBCONTRACTS	\$ _____
---------------------------------	----------

AMOUNT OF CONTRACT (PRIME)	\$ _____
----------------------------	----------

FINAL MBE PERCENTAGE	\$ _____
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FINAL WBE PERCENTAGE	\$ _____
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I _____, as an official representative of _____, do hereby
certify that the information listed above is correct and complete.

SIGNATURE

TITLE

DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

WAIVER RECOMMENDATION

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ BID NO.: _____

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and
2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

DATE

SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments: _____

DIRECTOR OF E.E.O.

DATE